

Town of Rhinebeck
Regular Board Meeting
Agenda
April 27, 2015 6:45 PM

Draft 4/24/2015 2:40:54 PM

A. Call to Order

B. Pledge of Allegiance

C. Approval of Prior Minutes

1. April 13, 2015 Regular Board Meeting

D. Announcements

E. Presentations

1. Community Grid Solar
2. Water Taxi (Tab 10)

F. Committee & Liaison Reports

G. Resolutions

1. Resolution 2015114 Preliminary Abstract 4B V454-V498, 40 Checks, \$138,149.21
2. Resolution 2015115 Preliminary Capital Project Accounts Payable Abstract, 2 checks, \$2,075.00
3. Resolution 2015116 Tax Certiorari Proceedings (Kait Enterprises Ltd.)
4. Resolution 2015117 Standard Work Day and Reporting Resolution for Elected and Appointed Officials
5. Resolution 2015118 Town Hall Use Application (Legion Band)
6. Resolution 2015119 Renaming Carmel Drive
7. Resolution 2015120 Transferring Monies from Fund Balance to Capital Account for Town Hall Improvements
8. Resolution 2015121 Contract for Asbestos Removal Plan, Air Sampling and Project Monitoring
9. Resolution 2015122 Recreation Department Hires for 2015

**Town of Rhinebeck
Regular Board Meeting
Agenda
April 27, 2015 6:45 PM**

H. New Business

I. Discussion Items

1. Thompson-Mazzarella Park construction project bid award and funding
2. Update on tax cap freeze—consolidation plan
3. Franking Policy (Tab 11)
4. Delisting of Robert Sands Estate (Tab 12)

J. Public Comment on Non-Agenda Items

K. Adjournment

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Draft of 4/15/2015 10:28 AM

Supervisor Spinzia called the meeting to order at 6:45 pm

Present: Supervisor Elizabeth Spinzia
Deputy Supervisor Joseph Gelb
Councilperson Elaine Fernandez
Councilperson Allan Scherr
Councilperson Bruce Washburn

Absent: None

Others Present: Alice Cunningham, Recreation & Summer Camp Director
Bob Donaldson, Conservation Advisory Board
Ryan Dowden, Chair, Conservation Advisory Board
Kathy Flynn, Conservation Advisory Board
Michael Haggerty, Cemetery Committee
Nancy Kelly, Town Historian
Suzanne Kelly, Chair, Cemetery Committee
18 members of the public
2 members of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

A. Approval of Prior Minutes

B. The minutes of the following meetings were approved by unanimous voice vote:

1. March 3, 2015 Special Town Board Meeting
2. March 9, 2015 Regular Town Board Meeting
3. March 23, 2015 Regular Town Board Meeting

C. Announcements

1. Supervisor Spinzia said the new website was up.
2. Supervisor Spinzia said that Rec sign ups would be at Town Hall on May 9 from 9:00 am to Noon.
3. Supervisor Spinzia said that open book days would be May 11 from 2:00 pm to 4:00 pm and 6:00 pm to 8:00 pm; May 12 from noon to 4:00 pm; May 14 from 9:00 am to 1:00 pm; and May 16 from 9:00 am to 1:00 pm.
4. Councilperson Fernandez said the new kennel was operational.
5. Councilperson Scherr said that the Easter Egg hunt was a success with 150 children.

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

D. Presentations

1. Suzanne Kelly, Chair of the Cemetery Committee gave the attached presentation and also introduced resolutions 2015105 and 2015106.

E. Committee & Liaison Reports

1. Supervisor Spinzia said an extension on the County tech grant had been obtained.
2. Supervisor Spinzia announced progress toward the dissolution and consolidation of the fire districts.
3. Supervisor Spinzia said that progress was being made on the hazardous mitigation plan formulation for FEMA eligibility.
4. Councilperson Washburn reported progress on the Vanderburgh Cove Sewer District work.
5. Councilperson Washburn said he responded to a complaint about the dog park.
6. Deputy Supervisor Gelb said the Workforce Housing Committee is examining the possibility of pursuing state construction grants.

F. Resolutions

1. Resolution 2015096 Preliminary Abstract 4 V364-V453, 75 Checks, \$101,721.97

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015096 Preliminary Abstract 4 V364-V453, 75 Checks, \$101,721.97 adopted 5-0.

2. Resolution 2015097 Preliminary Capital Project Accounts Payable Abstract, 3 checks, \$11,390.86

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015097 Preliminary Capital Project Accounts Payable Abstract, 3 checks, \$11,390.86 adopted 5-0.

3. Resolution 2015098 Budget Transfers and Amendments

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015098 Budget Transfers and Amendments adopted 5-0.

4. Resolution 2015099 Awarding a Bid for the Purchase of a Shared Trailer

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Resolution 2015099 amended on the floor by unanimous voice vote (Gelb motion; Scherr second) to add the words "for a one-quarter interest" in the resolved between "Rhinebeck" and "awards."

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015099 Awarding a Bid for the Purchase of a Shared Trailer adopted 5-0 as amended.

5. Resolution 2015100 Appointment to Board of Assessment Review (Goldberg)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015100 Appointment to Board of Assessment Review (Goldberg)
adopted 5-0.

6. Resolution 2015101 Opt In to Include County GIS Photos in Municipality Database

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015101 Opt In to Include County GIS Photos in Municipality Database
adopted 5-0.

7. Resolution 2015102 Annual Brush Drop Off

Motioned by Deputy Supervisor Gelb
Seconded by Councilperson Scherr

Resolution 2015102 amended on the floor by unanimous voice vote
(Spinzia motion; Fernandez second) to change the rate of pay in the
resolved to \$13/hour.

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015102 Annual Brush Drop Off adopted 5-0 as amended.

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

8. Resolution 2015103 Rhinecliff Waterfront Revitalization Master Plan

Motioned by Councilperson Fernandez
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015103 Rhinecliff Waterfront Revitalization Master Plan adopted 5-0.

9. Resolution 2015104 Correction of Employment Terms (Cunningham)

Motioned by Councilperson Washburn
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015104 Correction of Employment Terms (Cunningham) adopted 5-0.

10. Resolution 2015105 Establishing Natural Burial Grounds as Part of the Town of Rhinebeck Municipal Cemetery

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Resolution 2015105 amended on the floor by unanimous voice vote (Gelb motion; Washburn second) to remove the word "to" from paragraph 2b of the resolved and to insert the words "shall be" between "kind" and "allowed" in paragraph 2l of the resolved.

Voice Vote:

Supervisor Spinzia	Aye
--------------------	-----

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015105 Establishing Natural Burial Grounds as Part of the Town of Rhinebeck Municipal Cemetery adopted 5-0 as amended.

11. Resolution 2015106 Authorizing the Institution of a Lawsuit to Obtain a Court Order Approving the Use of the Permanent Maintenance Funds of the Town of Rhinebeck Municipal Cemetery for Permanent Maintenance and Capital Projects

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015106 Authorizing the Institution of a Lawsuit to Obtain a Court Order Approving the Use of the Permanent Maintenance Funds of the Town of Rhinebeck Municipal Cemetery for Permanent Maintenance and Capital Projects adopted 5-0.

12. Resolution 2015107 Asbestos Test in Town Hall Boiler Room

Motioned by Councilperson Washburn
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015107 Asbestos Test in Town Hall Boiler Room adopted 5-0.

13. Resolution 2015108 Recreation Department Charges for 2015

Motioned by Councilperson Washburn

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015108 Recreation Department Charges for 2015 adopted 5-0.

14. Resolution 2015109 Recreation Department Hires for 2015

Motioned by Councilperson Washburn
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015109 Recreation Department Hires for 2015 adopted 5-0.

15. Resolution 2015110 Recreation Department Non-Resident Grandchild Policy

Motioned by Councilperson Washburn
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	No
Deputy Supervisor Gelb	No
Councilperson Fernandez	No
Councilperson Scherr	Aye
Councilperson Washburn	No

Resolution 2015110 Recreation Department Non-Resident Grandchild Policy
failed 4-1.

16. Resolution 2015111 Adding an Additional Week of Recreation Program Swim
Lessons

Motioned by Councilperson Washburn

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015111 Adding an Additional Week of Recreation Program Swim Lessons adopted 5-0.

G. New Business

1. Councilperson Washburn scheduled a presentation for the April 27, 2015 regular board meeting concerning competitive grants for community solar grids.
2. Councilperson Fernandez scheduled a presentation for the April 27, 2015 regular board meeting concerning a proposed Kingston/Rhinebeck water taxi service.
3. Resolution 2015112 Adopting IRS Mileage Reimbursement Rate

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015112 Adopting IRS Mileage Reimbursement Rate adopted 5-0.

4. Resolution 2015113 Town Hall Use Application (Rhinebeck Drama Club)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Aye
Councilperson Scherr	Aye

Town of Rhinebeck
Regular Board Meeting
Minutes
April 13, 2015

Councilperson Washburn

Aye

Resolution 2015112 Adopting IRS Mileage Reimbursement Rate adopted 5-0.

H. Discussion Items

The following items were discussed by the Board:

1. Ferry Dock.
2. May 26 Town Board Meeting.
3. Specification for bidding on asbestos removal.
4. Update on County DPW Project at intersection of River & Mt. Rutsen Roads.
5. Update on proposed Mi-O amendment.

I. Executive Session

At 7:57 pm by unanimous voice vote the Board retired to executive session to discuss the employment history of a particular person.

J. Adjournment

The Board returned to regular session and adjourned by unanimous voice vote at 8:49 pm.

Respectfully submitted,

Jon Gautier
Town Clerk

TOWN OF RHINEBECK

RESOLUTION NO. 2015114

PRELIMINARY ABSTRACT 4B V454-V498, 40 CHECKS, \$138,149.21

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Abstract 4B V454-V498, 40 Checks, \$138,149.21, to the Town Board for approval; and

WHEREAS, the Town Board has reviewed the attached abstract of vouchers and finds the vouchers appropriate for payment; now, therefore; be it

RESOLVED, that the vouchers listed in the attached Preliminary Abstract 4B V454-V498, 40 Checks, \$138,149.21, are approved for payment.

TOWN OF RHINEBECK
PRELIMINARY ABS 4B 2015 V #454-V#498 40 CHECKS
Executed By: krussell

PAGE: 1
TIME: 14:33:58
DATE: 04/23/2015

CAL YEAR	FY	TRANS MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	=====	=====	=====	=====

Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor: RHINEBECK WATER	RHINEBECK WATER DEPARTMENT	REMIT ADDRESS
Invoice ID: 87712	Invoice Date: 04/01/2015 Due Date: 04/27/2015	
2015 2015 1 Yes	000 -01 -1620-432	000 -200 V488 12/15/14-3/15/15 29106 G \$ 174.64
		CHECK TOTAL (CHECK #: 13424) = \$ 174.64

Vendor: BANK OF MILLBROOK	BANK OF MILLBROOK	REMIT ADDRESS
Invoice ID: #5 OF 5	Invoice Date: 04/23/2015 Due Date: 04/27/2015	
2015 2015 1 Yes	003 -09 -9730-600	003 -200 V487 HOG'S BRIDGE BAN PAYMENT \$ 90,000.00
2015 2015 2 Yes	003 -09 -9730-700	003 -200 V487 HOG'S BRIDGE BAN PAYMENT \$ 990.00
		INVOICE TOTAL (INVOICE ID: #5 OF 5) = \$ 90,990.00
		CHECK TOTAL (CHECK #: 13425) = \$ 90,990.00

Vendor: CDPHP	CAP DIST. PHYSICIANS' HEALTH PLAN, INC.	REMIT ADDRESS
Invoice ID: 151030021034	Invoice Date: 04/13/2015 Due Date: 04/27/2015	
2015 2015 1 No	000 -01 -1220-804	000 -200 V496 MAY'15 COVERAGE SD \$ 1,284.89
2015 2015 2 No	000 -01 -1410-804	000 -200 V496 MAY'15 COVERAGE JG \$ 1,284.89
2015 2015 3 No	000 -01 -1410-804	000 -200 V496 MAY'15 COVERAGE JW \$ 890.48
2015 2015 4 No	000 -04 -5010-804	000 -200 V496 MAY'15 COVERAGE KK \$ 890.48
2015 2015 5 No	000 -07 -8810-804	000 -200 V496 MAY'15 COVERAGE GS \$ 890.48
2015 2015 6 No	000 -08 -9060-804	000 -200 V496 MAY'15 COVERAGE RF \$ 1,284.89
2015 2015 7 No	001 -08 -9060-801	001 -200 V496 MAY'15 COVERAGE NC \$ 446.87
2015 2015 8 No	003 -08 -9060-802	003 -200 V496 MAY'15 COVERAGE AC \$ 1,284.89
2015 2015 9 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE BH \$ 792.06
2015 2015 10 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE MK \$ 890.48
2015 2015 11 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE RL \$ 890.48
2015 2015 12 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE ML \$ 446.87
2015 2015 13 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE RR \$ 792.06
2015 2015 14 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE RS \$ 1,267.56
2015 2015 15 No	003 -08 -9060-800	003 -200 V496 MAY'15 COVERAGE RW \$ 1,267.56
2015 2015 16 No	000 -08 -9060-801	000 -200 V495 MAY'15 COVERAGE CB \$ 268.50
2015 2015 17 No	000 -08 -9060-801	000 -200 V495 MAY'15 COVERAGE FM \$ 268.50
2015 2015 18 No	001 -08 -9060-801	001 -200 V495 MAY'15 COVERAGE TC \$ 268.50
2015 2015 19 No	003 -08 -9060-802	003 -200 V495 MAY'15 COVERAGE JK+W \$ 537.00
2015 2015 20 No	003 -08 -9060-802	003 -200 V495 MAY'15 COVERAGE GR+W \$ 537.00
2015 2015 21 No	003 -08 -9060-802	003 -200 V495 MAY'15 COVERAGE JC \$ 268.50
		INVOICE TOTAL (INVOICE ID: 151030021034) = \$ 16,752.94
		CHECK TOTAL (CHECK #: 13426) = \$ 16,752.94

Vendor: CENTRAL HUDSON	CENTRAL HUDSON GAS & ELECTRIC CORP	REMIT ADDRESS
Invoice ID: 58151060009MR15	Invoice Date: 04/08/2015 Due Date: 04/27/2015	
2015 2015 1 No	000 -01 -1630-431	000 -200 V484 2/5-4/8/15 145 KWH \$ 89.64
Invoice ID: 58151062005MR15	Invoice Date: 04/08/2015 Due Date: 04/27/2015	
2015 2015 1 No	000 -06 -7140-431	000 -200 V484 2/5-4/8/15 10 KWH \$ 71.44
		CHECK TOTAL (CHECK #: 13427) = \$ 161.08

Vendor: CORNELL UNIVERS	CORNELL COOPERATIVE EXTENSION DUT CO.	REMIT ADDRESS
Invoice ID: STORMWATER CLAS	Invoice Date: 04/20/2015 Due Date: 04/27/2015	
2015 2015 1 No	000 -04 -5010-447	000 -200 V454 4/30/15 STORMWATER MANAG \$ 15.00
		CHECK TOTAL (CHECK #: 13428) = \$ 15.00

Vendor: DIERZE, F. WOOD	F. WOODY DIERZE	REMIT ADDRESS
-------------------------	-----------------	---------------

TOWN OF RHINEBECK
PRELIMINARY ABS 4B 2015 V #454-V#498 40 CHECKS
Executed By: krussell

PAGE: 2
TIME: 14:33:58
DATE: 04/23/2015

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Invoice ID: CONF REIMB					Invoice Date: 04/22/2015	Due Date: 04/27/2015		
2015	2015 1	No			001 -07 -8020-447	001 -200	V490 REIMBURSE FOR NYS PLAN F \$	344.89
CHECK TOTAL (CHECK #: 13429) = \$								344.89
Vendor: DUT CTY ASSOC OF HIGHWAY SUPER					DUT CTY ASSOC OF HIGHWAY SUPERINTENDENTS	REMIT ADDRESS		
Invoice ID: 117					Invoice Date: 04/10/2015	Due Date: 04/27/2015		
2015	2015 1	No		2015-5010- 000 -04 -5010-447		000 -200	V455 2015 ANNUAL DUES \$	25.00
CHECK TOTAL (CHECK #: 13430) = \$								25.00
Vendor: DUTCHESS COUNTY					DUTCHESS COUNTY HEALTH DEPARTMENT	REMIT ADDRESS		
Invoice ID: 2015 PERMIT					Invoice Date: 04/16/2015	Due Date: 04/27/2015		
2015	2015 1	No			000 -06 -7180-461	000 -200	V456 2015 PERMIT FEE FOR POOL \$	235.00
CHECK TOTAL (CHECK #: 13431) = \$								235.00
Vendor: EQUIPMENT RENTAL & SALES					EQUIPMENT RENTAL & SALES	REMIT ADDRESS		
Invoice ID: 13672					Invoice Date: 12/17/2014	Due Date: 04/27/2015		
2015	2015 1	No		2015-3510- 000 -02 -3510-401		000 -200	V457 KENNEL PROJECT-DRILL BIT \$	36.59
CHECK TOTAL (CHECK #: 13432) = \$								36.59
Vendor: EVOLUTION TECH					EVOLUTION TECHNOLOGIES	REMIT ADDRESS		
Invoice ID: 65-2014					Invoice Date: 04/04/2015	Due Date: 04/27/2015		
2015	2015 1	No		2015-1110- 000 -01 -1110-401		000 -200	V491 MONTHLY COMPUTER CONSULT \$	90.00
CHECK TOTAL (CHECK #: 13433) = \$								90.00
Vendor: EXPANDED SUPPLY					EXPANDED SUPPLY PRODUCTS INC.	REMIT ADDRESS		
Invoice ID: 15464					Invoice Date: 04/02/2015	Due Date: 04/27/2015		
2015	2015 1	No		2015-5130- 003 -04 -5130-427		003 -200	V459 4/2/15 KENNEL PROJECT-DR \$	609.65
CHECK TOTAL (CHECK #: 13434) = \$								609.65
Vendor: FRED CARTIER					FRED C. CARTIER SERVICES	REMIT ADDRESS		
Invoice ID: 1194					Invoice Date: 03/03/2015	Due Date: 04/27/2015		
2015	2015 1	No		2015-1620- 000 -01 -1620-440		000 -200	V460 TH-REPAIR-S&H-3 MICROPHO \$	265.75
Invoice ID: 1203					Invoice Date: 04/07/2015	Due Date: 04/27/2015		
2015	2015 1	No		001 -07 -8020-450		001 -200	V489 4/6/15 PLANNING MEET + D \$	85.00
Invoice ID: 1206					Invoice Date: 04/15/2015	Due Date: 04/27/2015		
2015	2015 1	No		000 -01 -1410-410		000 -200	V458 4/13/15 BOARD MEET + DVD \$	85.00
CHECK TOTAL (CHECK #: 13435) = \$								435.75
Vendor: HERM, JOEL					JOEL HERM	REMIT ADDRESS		
Invoice ID: ESCROW REFUND					Invoice Date: 04/21/2015	Due Date: 04/27/2015		
2015	2015 1	No		010 -07 -0085-400		010 -230	V461 ESCROW REFUND/PROJECT CO \$	26.00
CHECK TOTAL (CHECK #: 13436) = \$								26.00
Vendor: HIGHWAY PART-TO					HIGHWAY PART-TOWN FUND	REMIT ADDRESS		
Invoice ID: 2015-CMTRY-MAR					Invoice Date: 04/06/2015	Due Date: 04/27/2015		
2015	2015 1	No		2015-8810- 000 -07 -8810-412		000 -200	V463 40.3 GAL DIESEL @ 2.163/ \$	87.17
Invoice ID: 2015-SNRVAN-MAR					Invoice Date: 04/06/2015	Due Date: 04/27/2015		
2015	2015 1	No		001 -02 -3620-450		001 -200	V462 42 GAL GAS @ 1.8010 /GAL \$	75.65
CHECK TOTAL (CHECK #: 13437) = \$								162.82
Vendor: HOUSE LABELS					IZULU CORPORATION	REMIT ADDRESS		
Invoice ID: 101					Invoice Date: 03/23/2015	Due Date: 04/27/2015		
2015	2015 1	No		2015-1110- 000 -01 -1110-410		000 -200	V464 6 PAPER ROLLS INC SHIPPI \$	22.74

PAGE: 3
TIME: 14:33:58
DATE: 04/23/2015

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
							CHECK TOTAL (CHECK #:	13438) = \$ 22.74
Vendor: JOE JOHNSON (USA) INC.					JOE JOHNSON (USA) INC.		REMIT ADDRESS	
Invoice ID: P16535					Invoice Date: 04/13/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-5130-	003 -04 -5130-428	003 -200	V465 BEARINGS FOR SWEEPER	\$ 152.94
							CHECK TOTAL (CHECK #:	13439) = \$ 152.94
Vendor: KEIL EQUIPMENT					KEIL EQUIPMENT CO.,INC.		REMIT ADDRESS	
Invoice ID: 39549					Invoice Date: 04/22/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-5110-	003 -04 -5110-425	003 -200	V466 TRACTOR/BOOM MOWER RENTA	\$ 2,000.00
							CHECK TOTAL (CHECK #:	13440) = \$ 2,000.00
Vendor: KINGSTON OIL					KINGSTON OIL SUPPLY CO.		REMIT ADDRESS	
Invoice ID: 36186					Invoice Date: 03/02/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-5142-	003 -04 -5142-412	003 -200	V467 3/2: 258.9 GAL DIESEL @2	\$ 679.97
Invoice ID: 39622					Invoice Date: 03/12/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-5142-	003 -04 -5142-412	003 -200	V467 3/12: 506.2 GAL DIESEL @	\$ 1,268.23
Invoice ID: 44194					Invoice Date: 03/26/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-5142-	003 -04 -5142-412	003 -200	V467 3/26:261 GAL DIESEL @2.1	\$ 564.65
							CHECK TOTAL (CHECK #:	13441) = \$ 2,512.85
Vendor: LANGUAGE LINE SERVICES, INC.					LANGUAGE LINE SERVICES, INC.		REMIT ADDRESS	
Invoice ID: 3553106					Invoice Date: 02/28/2015 Due Date: 04/27/2015			
2015	2015	1	No		000 -01 -1110-458	000 -200	V468 INTERPRETER	\$ 3.00
							CHECK TOTAL (CHECK #:	13442) = \$ 3.00
Vendor: LORI E. DOTY, CPA					LORI E. DOTY, CPA		REMIT ADDRESS	
Invoice ID: 3/9/15					Invoice Date: 03/09/2015 Due Date: 04/27/2015			
2015	2015	1	No		000 -01 -1320-401	000 -200	V498 2014 CASH RECEIPTS AUDIT	\$ 3,000.00
							CHECK TOTAL (CHECK #:	13443) = \$ 3,000.00
Vendor: MID HUDSON MACK INC					MID HUDSON MACK INC		REMIT ADDRESS	
Invoice ID: 87081					Invoice Date: 04/21/2015 Due Date: 04/27/2015			
2015	2015	1	No		003 -04 -5130-427	003 -200	V469 INSPECTION R1	\$ 20.00
							CHECK TOTAL (CHECK #:	13444) = \$ 20.00
Vendor: NORTHERN SAFETY					NORTHERN SAFETY CO.,INC.		REMIT ADDRESS	
Invoice ID: 901385560					Invoice Date: 04/16/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-1620-	000 -01 -1620-410	000 -200	V486 152 PIECE FIRST AID KIT	\$ 64.61
							CHECK TOTAL (CHECK #:	13445) = \$ 64.61
Vendor: NORTHERN TOOL &					NORTHERN TOOL & EQUIPMENT CO.		REMIT ADDRESS	
Invoice ID: 32745193					Invoice Date: 04/09/2015 Due Date: 04/27/2015			
2015	2015	1	No	2015-5130-	003 -04 -5130-423	003 -200	V470 METAL DETECTOR, REPL, SH	\$ 96.97
							CHECK TOTAL (CHECK #:	13446) = \$ 96.97
Vendor: NYS EMPLOYEES H					NYS EMPLOYEES HEALTH INSURANCE PENDING A		REMIT ADDRESS	
Invoice ID: 484					Invoice Date: 04/06/2015 Due Date: 04/27/2015			
2015	2015	1	No		000 -01 -1355-804	000 -200	V497 MAY'15 COVERAGE DBV	\$ 1,813.09
2015	2015	2	No		000 -08 -9060-801	000 -200	V497 MAY'15 COVERAGE DT	\$ 406.07
							INVOICE TOTAL (INVOICE ID: 484) = \$ 2,219.16
							CHECK TOTAL (CHECK #:	13447) = \$ 2,219.16

TOWN OF RHINEBECK
PRELIMINARY ABS 4B 2015 V #454-V#498 40 CHECKS
Executed By: krussell

PAGE: 4
TIME: 14:33:58
DATE: 04/23/2015

CAL YEAR	FY	TRANS MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	=====	=====	=====	=====
Vendor: OFFICE OF THE S				OFFICE OF THE STATE COMPTROLLER		REMIT ADDRESS	
Invoice ID: 1337070-2015-03				Invoice Date: 04/13/2015		Due Date: 04/27/2015	
2015	2015	1	No	000 -690	000 -200	V483 MARCH'15 TOWN SHARE \$349 \$	6,287.00
CHECK TOTAL (CHECK #: 13448) = \$							6,287.00
Vendor: RHINEBECK FORD				RHINEBECK FORD, INC.		REMIT ADDRESS	
Invoice ID: 74085				Invoice Date: 04/07/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-5130- 003 -04 -5130-427	003 -200	V473 JOINT KIT #9 \$	161.88
CHECK TOTAL (CHECK #: 13449) = \$							161.88
Vendor: SIMPLEXGRINNELL				SIMPLEXGRINNELL		REMIT ADDRESS	
Invoice ID: 81207052				Invoice Date: 04/10/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-5010- 000 -04 -5010-447	000 -200	V474 4/1/15:SEMI ANNUAL GAS I \$	250.00
CHECK TOTAL (CHECK #: 13450) = \$							250.00
Vendor: STAPLES				STAPLES CREDIT PLAN		REMIT ADDRESS	
Invoice ID: 1283690671				Invoice Date: 03/14/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-5010- 000 -04 -5010-410	000 -200	V475 3/14 FLASH DRIVES AND SH \$	16.77
2015	2015	2	No	000 -04 -5010-410	000 -200	V475 3/14 COUPONS \$	4.79-
INVOICE TOTAL (INVOICE ID: 1283690671) = \$							11.98
Invoice ID: 1283762581				Invoice Date: 03/14/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-5010- 003 -08 -9089-804	003 -200	V475 3/14 HYDROCORTISONE \$	4.24
2015	2015	2	No	003 -08 -9089-804	003 -200	V475 3/14 COUPONS \$	1.21-
INVOICE TOTAL (INVOICE ID: 1283762581) = \$							3.03
Invoice ID: 1285825441				Invoice Date: 03/18/2015		Due Date: 04/27/2015	
2015	2015	1	No	000 -04 -5132-410	000 -200	V475 3/18 COUPONS \$	3.00-
2015	2015	2	No	2015-5132- 000 -04 -5132-410	000 -200	V475 3/18 AA BATTERIES \$	22.98
INVOICE TOTAL (INVOICE ID: 1285825441) = \$							19.98
CHECK TOTAL (CHECK #: 13451) = \$							34.99
Vendor: SYN-TECH SYSTEM				SYN-TECH SYSTEMS, INC.		REMIT ADDRESS	
Invoice ID: 109184				Invoice Date: 04/10/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-5132- 000 -04 -5132-454	000 -200	V476 FUEL MASTER TECH SUPPORT \$	918.75
CHECK TOTAL (CHECK #: 13452) = \$							918.75
Vendor: THE PAIGE COMPANY CONTAINERS I				THE PAIGE COMPANY CONTAINERS INC.		REMIT ADDRESS	
Invoice ID: 229403				Invoice Date: 04/02/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-1650- 000 -01 -1650-410	000 -200	V485 50 MIRACLE BOXES \$	193.50
CHECK TOTAL (CHECK #: 13453) = \$							193.50
Vendor: THOMAS, EDITH				EDITH THOMAS		REMIT ADDRESS	
Invoice ID: PROJECT CMPLTE				Invoice Date: 04/21/2015		Due Date: 04/27/2015	
2015	2015	1	No	010 -07 -0085-400	010 -230	V477 ESCROW REFUND/PROJECT CO \$	100.00
CHECK TOTAL (CHECK #: 13454) = \$							100.00
Vendor: THOMSON WEST				THOMSON WEST		REMIT ADDRESS	
Invoice ID: 831661362				Invoice Date: 04/04/2015		Due Date: 04/27/2015	
2015	2015	1	No	2015-5010- 000 -04 -5010-410	000 -200	V478 NY CODE RULES,REGS,AUTO \$	49.81
CHECK TOTAL (CHECK #: 13455) = \$							49.81
Vendor: VERIZON WIRELES				VERIZON WIRELESS		REMIT ADDRESS	
Invoice ID: 9743056280				Invoice Date: 03/28/2015		Due Date: 04/27/2015	

TOWN OF RHINEBECK
PRELIMINARY ABS 4B 2015 V #454-V#498 40 CHECKS
Executed By: krussell

PAGE: 5
TIME: 14:33:58
DATE: 04/23/2015

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
2015	2015 1	No			000 -01 -1220-454	000 -200	V494 3/29-4/28/15	\$ 81.29
2015	2015 2	No			000 -01 -1630-454	000 -200	V494 3/29-4/28/15	\$ 34.98
2015	2015 3	No			000 -06 -7180-430	000 -200	V494 3/29-4/28/15	\$ 34.88
2015	2015 4	No			001 -02 -3620-455	001 -200	V494 3/29-4/28/15	\$ 34.01
2015	2015 5	No			001 -02 -3620-451	001 -200	V494 3/29-4/28/15	\$ 40.01
2015	2015 6	No			001 -07 -8010-451	001 -200	V494 3/29-4/28/15	\$ 40.01
2015	2015 7	No	2015-9089-	003 -08	-9089-802	003 -200	V494 3/29-4/2/15	\$ 54.35

INVOICE TOTAL (INVOICE ID: 9743056280) = \$ 319.53

CHECK TOTAL (CHECK #: 13456) = \$ 319.53

Vendor: VILLAGE OF RHIN
Invoice ID: MARCH 2015

VILLAGE OF RHINEBECK
Invoice Date: 04/07/2015 Due Date: 04/27/2015

REMIT ADDRESS

2015	2015 1	No			000 -01 -1110-421	000 -200	V493 MARCH'15 6 HRS COURT	\$ 240.00
2015	2015 2	No			001 -02 -3120-420	001 -200	V493 MARCH'15 85.5 HRS PATROL	\$ 4,275.00
2015	2015 3	No			001 -02 -3120-422	001 -200	V493 MARCH'15 700 MILES	\$ 392.00
2015	2015 4	No			000 -01 -1110-421	000 -200	V493 MARCH'15 V & T 3 HRS	\$ 120.00

INVOICE TOTAL (INVOICE ID: MARCH 2015) = \$ 5,027.00

CHECK TOTAL (CHECK #: 13457) = \$ 5,027.00

Vendor: W.B.MASON

W.B.MASON CO., INC

REMIT ADDRESS

Invoice ID: I24740244 Invoice Date: 04/02/2015 Due Date: 04/27/2015

2015	2015 1	No			000 -01 -1410-410	000 -200	V481 ORGANIZER	\$ 93.84
2015	2015 2	No			001 -07 -8010-410	001 -200	V481 TONER	\$ 35.00
2015	2015 3	No			001 -02 -3620-410	001 -200	V481 TONER	\$ 34.99
2015	2015 4	No			000 -06 -7180-410	000 -200	V481 BLUE PAPER	\$ 19.98
2015	2015 5	No			000 -06 -7180-410	000 -200	V481 PINK PAPER	\$ 19.98
2015	2015 6	No			000 -06 -7180-410	000 -200	V481 GREEN PAPER	\$ 19.98
2015	2015 7	No			000 -01 -1650-410	000 -200	V481 BINDER CLIPS VARIOUS	\$ 87.96
2015	2015 8	No			000 -01 -1650-410	000 -200	V481 PAPER	\$ 199.95
2015	2015 9	No			000 -01 -1650-410	000 -200	V481 CALCULATOR PAPER	\$ 11.29
2015	2015 10	No			000 -01 -1410-410	000 -200	V481 TONER	\$ 90.99

INVOICE TOTAL (INVOICE ID: I24740244) = \$ 613.96

CHECK TOTAL (CHECK #: 13458) = \$ 613.96

Vendor: WALLACH, ERIC
Invoice ID: ESCROW REFUND

WALLACH, ERIC
Invoice Date: 04/21/2015 Due Date: 04/27/2015

REMIT ADDRESS

2015	2015 2	No			010 -07 -0085-400	010 -230	V479 ESCROW REFUND/PROJECT CO	\$ 237.30
------	--------	----	--	--	-------------------	----------	-------------------------------	-----------

CHECK TOTAL (CHECK #: 13459) = \$ 237.30

Vendor: WILLIAMS LUMBER & H

WILLIAMS LUMBER & HOME CENTER

REMIT ADDRESS

Invoice ID: 215739/1 Invoice Date: 04/15/2015 Due Date: 04/27/2015

2015	2015 1	No	2015-5110-	003 -04	-5110-426	003 -200	V480 4/15 MORTAR TYPE S 5 @7.	\$ 39.90
------	--------	----	------------	---------	-----------	----------	-------------------------------	----------

Invoice ID: 860328/1 Invoice Date: 03/24/2015 Due Date: 04/27/2015

2015	2015 1	No	2015-5130-	003 -04	-5130-427	003 -200	V480 3/24 PRESSURE TREATED WO	\$ 73.07
------	--------	----	------------	---------	-----------	----------	-------------------------------	----------

Invoice ID: K27863/1 Invoice Date: 03/27/2015 Due Date: 04/27/2015

2015	2015 1	No	2015-5110-	003 -04	-5110-422	003 -200	V480 3/27 MAILBOXES	\$ 44.90
------	--------	----	------------	---------	-----------	----------	---------------------	----------

Invoice ID: Q05750/1 Invoice Date: 03/25/2015 Due Date: 04/27/2015

2015	2015 1	No	2015-5110-	003 -04	-5110-422	003 -200	V480 3/25 POSTS AND MAILBOX	\$ 129.94
------	--------	----	------------	---------	-----------	----------	-----------------------------	-----------

Invoice ID: Q31799/1 Invoice Date: 04/14/2015 Due Date: 04/27/2015

2015	2015 1	No	2015-5110-	003 -04	-5110-422	003 -200	V480 4/14 GRASS SEED 3 @63.69	\$ 191.07
------	--------	----	------------	---------	-----------	----------	-------------------------------	-----------

2015	2015 2	No	2015-5110-	000 -04	-5132-410	000 -200	V480 4/14 RECYCLE TUB	\$ 17.99
------	--------	----	------------	---------	-----------	----------	-----------------------	----------

INVOICE TOTAL (INVOICE ID: Q31799/1) = \$ 209.06

Invoice ID: Q33233/1 Invoice Date: 04/13/2015 Due Date: 04/27/2015

2015	2015 1	No	2015-5110-	003 -04	-5110-422	003 -200	V480 4/13 FERTILIZER	\$ 46.99
------	--------	----	------------	---------	-----------	----------	----------------------	----------

PAGE: 6
TIME: 14:33:58
DATE: 04/23/2015

-Checks-									
Vendor: PLANNERS EAST				PLANNERS EAST INC.		REMIT ADDRESS			
Invoice ID: 2014-APR-5			Invoice Date: 04/30/2014		Due Date: 04/27/2015				
2015	2015 1	No	2014-PE-AP 010 -07	-0085-400	010 -230	V471 ED GIULIANO APR 1HR @ \$1	\$	132.00	
Invoice ID: 2015-LY-8			Invoice Date: 12/31/2014		Due Date: 04/27/2015				
2015	2015 1	No	2015-PE-LY 010 -07	-0085-400	010 -230	V472 E. MCNALLY 2.5 HRS NOV 2	\$	330.00	
CHECK TOTAL (CHECK #:							13463) = \$	462.00	
TOTAL CHECKS = \$							462.00		
TOTAL BANK (TRUST AGENCY MM) = \$							462.00		
TOTAL PAYMENTS = \$							138,149.21		

TOWN OF RHINEBECK

RESOLUTION NO. 2015115

**PRELIMINARY CAPITAL PROJECT ACCOUNTS PAYABLE ABSTRACT, 2
CHECKS, \$2,075.00**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Capital Project Accounts Payable Abstract, 2 checks, \$2,075.00 to the Town Board for approval; and

WHEREAS, the Town Board has reviewed the attached Preliminary Capital Project Accounts Payable Abstract and finds it appropriate for payment; now, therefore, be it

RESOLVED, that the attached Preliminary Capital Project Accounts Payable Abstract, 2 checks, \$2,075.00, is approved for payment.

Bank Account M&T15004204347155

Total Capital Project Abstracts for April 27, 2015 meeting

TOWN OF RHINEBECK

RESOLUTION NO. 2015116

TAX CERTIORARI PROCEEDINGS (KAIT ENTERPRISES LTD.)

WHEREAS, there is now pending in the Dutchess County Supreme Court a tax certiorari proceeding relating to property located at 3652 Route 9G, (Grid No.: 6171-00-907404-0000), commenced in 2014 by Kait Enterprises Ltd., (petitioner), seeking a reduction of the assessed value for the 2014 tax roll; and

WHEREAS, the Town Board of Assessors and Town Attorney have recommended a settlement of the tax review proceeding; now, therefore, be it

RESOLVED, that the Town Board of the Town of Rhinebeck hereby approves a settlement of the tax review proceeding for the 2014 tax roll, as it pertains to 3652 Route 9G, (Grid No.: 6171-00-907404-0000) as follows:

<u>Assessment Roll</u>	<u>Assessment</u>	<u>Reduced Assessment</u>	<u>Amount of Reduction</u>
2014	443,400	250,000	193,400

; and, be it further

RESOLVED, that the Town Supervisor, Board of Assessors and Corbally, Gartland and Rappleyea, LLP, Town Attorney to the Town of Rhinebeck are hereby authorized to take any and all actions necessary and appropriate to effectuate the terms of this Resolution.

TOWN OF RHINEBECK

RESOLUTION NO. 2015117

STANDARD WORK DAY AND REPORTING RESOLUTION FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, the Town is required by Regulation 315.4 of the New York State Comptroller's Office to report a record of certain work activities of elected and appointed officials; now, therefore, be it

RESOLVED, that the Board hereby establishes the following as standard work days for elected and appointed officials who are members as of this date and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.

Title	Standard workday	Name	Current Term	Participates in Time Keeping System?	Days/ Month
Town Councilperson (elected)	6	Elaine Fernandez	1/1/14-12/31/17	N	27 2/3
Highway Superintendent (elected)	8	Kathy Kinsella	1/1/14-12/31/15	N	20 1/3
Supervisor (elected)	6	Elizabeth Spinzia	1/1/14-12/31/15	N	21 2/3
Town Clerk (appointed)	8	Jon Gautier	1/1/14-12/31/15	Y	
Deputy Town Clerk (appointed)	7	Joan Winne	1/1/14-12/31/15	Y	

TOWN OF RHINEBECK

RESOLUTION NO. 2015118

TOWN HALL USE APPLICATION (LEGION BAND)

WHEREAS, the Clerk's Office has received the attached application for the use of Town Hall from the American Legion Band; now, therefore, be it

RESOLVED, that the attached Town Hall usage application is approved.

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date April 18, 2015

- When approved this application authorizes the sponsor to conduct the activity described. This authorization is subject to revocation by the Town Board at any time.
- Applications must be submitted to Town Clerk's office at least 45 days prior to the requested event.

Application is hereby made by:

NAME Vincent Zitz

ADDRESS 261 Salisbury Turnpike, Rhinebeck, NY 12572

PHONE NUMBER 845-876-4992 EMAIL

Name of event Rhinebeck Legion Band – rehearsals

Date of event Tuesdays, May 19-August 25 from 6:30 p.m. to 10:15 p.m.

Description of Event The Rhinebeck Legion Band rehearses throughout the summer to prepare concerts. These concerts are performed throughout the summer, free of charge, for the Rhinebeck community.

Will there be amplified sound? No

Approximate number of attendee's expected 45

The applicant hereby agrees to indemnify and hold harmless the Town of Rhinebeck from any and all claims and judgments for personal injury or damage to property resulting directly or indirectly from the activities held and from any costs. Applicant agrees to clean up Town Hall after the event.

Security – Rhinebeck Village Police will receive notice of event, main entrance will be monitored by an adult volunteer, side and rear doors will not be used as entrances except for handicapped accessibility, east hallway and lower level are off limits and will be monitored by an adult, and bathrooms will be monitored by an adult.

Set-up – all garbage, trash and waste will be removed from the premises and restore hall tables and chairs per diagram on wall.

Applicant cannot charge entry fee.

Vincent Zitz
Applicant signature

4/18/2015
Date

TOWN OF RHINEBECK
RESOLUTION NO. 2015119
RENAMING CARMEL DRIVE

WHEREAS, residents of Carmel Drive, a private road in the Town of Rhinebeck, have asked that the road be renamed "Tea House Lane;" and

WHEREAS, the Dutchess County Real Property Tax 911 Addressing Office does not object to the change; now, therefore, be it

RESOLVED, that the Board approves the change of name from Carmel Drive to Tea House Lane and directs the Town Clerk so notify the appropriate parties.

**DUTCHESS COUNTY REAL PROPERTY TAX
22 MARKET ST
POUGHKEEPSIE, NY 12601**

Monday, April 06, 2015

Jon Gautier, Clerk
Town of Rhinebeck
80 E Market St
Rhinebeck, N.Y. 12572

Mr. Gautier,

Our office has been contacted by the residents on Carmel Drive requesting to change the name of the drive. This private drive currently serves parcels 6070-00-930905, 6070-00-680832 and is next to 6070-00-870905. They have requested the following name:

Tea House Ln

Our office has reviewed the above road name, and has not found any conflicts. I have included copies of the letters sent by all land owners requesting the change. Please advise when this is approved and forward a copy of the resolution to our office. If you have any questions or concerns please feel free to contact our office.



James Tompkins,
Program Assistant
Dutchess County Real Property Tax
911 Addressing Office
(845) 486-6533
(845) 486-2093 - Fax
JTompkins@co.dutchess.ny.us

C: Robert Duffy
Stan Lichen & Lois Guarino
Annie Leibovitz
US Mail

MARC JACOBS

ROBERT C. DUFFY

Feb 12, 2015

Dear Jim,

I hope this letter finds you very well. I was told by my architect Kadambari at Jaklitsch/Gardner that you were the person to contact in regards to a possible road name change in Rhinebeck, NY. My current address is 195 River Road, Rhinebeck, NY 12572 and 31 Carmel Drive, Rhinebeck, NY 12572. I had sent a previous letter for the name change but was informed that the name was already taken in Rhinebeck. Who knew?

So, now I am still hoping to please change the name of Carmel Drive in Rhinebeck, NY 12572. I have checked with the two neighbors that it affects [Stan Lichens/Lois Guarino and Annie Liebovitz] and they will be sending in letters to you in regards to the name change request.

The ideal road name change would be:

1. Tea House Lane
2. Tea House Road

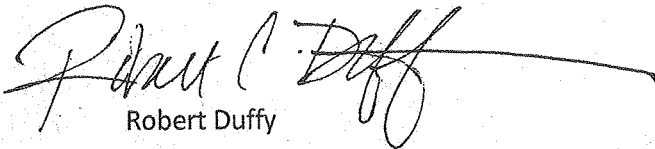
We are trying to honor the Astor Tea House which is on the property. If you would please consider this road name change, I would be most grateful.

Thank you for your time and energy on this request.

I may be reached at 1.646.246.3860

Again, thank you in advance.

Respectfully,


Robert Duffy

RECEIVED
2015 FEB 13 AM 10:41
REAL PROPERTY
TAX SERVICES

Feb 23, 2015

Dutchess County Real Property Tax Service Agency
Attention: Jim Tompkins,
22 Market Street,
Poughkeepsie, NY 12601

Dear Mr. Tompkins,

As a current resident on Carmel Drive in Rhinebeck, New York, 12572; I have no objection to Robert Duffy's purposed road name change of Carmel Drive to (#1) Tea House Lane or (#2) Tea House Road. Thank you very much for your time.

Sincerely,

Stan Lichen Lois Guarino

Stan Lichen and Lois Guarino

RECEIVED
2015 MAR 25 AM 9:14
REAL PROPERTY
TAX SERVICES

March 30, 2015

Dutchess County Real Property Tax Service Agency
Attention: Jim Tompkins,
22 Market Street,
Poughkeepsie, NY 12601

Dear Mr. Tompkins,

As a current resident on Carmel Drive in Rhinebeck, New York, 12572; I have no objection to Robert Duffy's purposed road name change of Carmel Drive to (#1) Tea House Lane or (#2) Tea House Road. Thank you very much for your time on this.

Sincerely,

Annie Leibovitz

A large, stylized handwritten signature in black ink, likely belonging to Annie Leibovitz, is written over the word "Sincerely," and extends across the middle of the page.

RECEIVED
2015 APR -6 AM 9:59
REAL PROPERTY
TAX SERVICES

TOWN OF RHINEBECK

RESOLUTION NO. 2015120

**TRANSFERRING MONIES FROM FUND BALANCE TO CAPITAL ACCOUNT FOR
TOWN HALL IMPROVEMENTS**

WHEREAS, the heating system in Town Hall is breaking down with a leak in the furnace and is highly inefficient in that there is either too much heat or not enough heat in various rooms; and

WHEREAS, the Town has been discussing replacement of the furnace and installing devices to better control the heat flow on individual radiators in various parts of Town Hall; and

WHEREAS, the Town has engaged the engineering firm of Weston & Sampson to prepare a plan to replace the heating system in Town Hall; and

WHEREAS, in connection with that plan asbestos must be removed from the Boiler/Utility Room, as well as from the pipes and in the existing furnace before replacement of the existing furnace and piping in Boiler/Utility Room; and

WHEREAS, to accomplish the Weston & Sampson plan to replace the existing heating system, the Town must retain (1) a firm to prepare an asbestos removal plan, do air sampling during the asbestos removal and monitor the asbestos removal project; (2) an asbestos removal company to remove the asbestos; and (3) a company to replace the furnace, install an electric water heater and do ancillary work to regulate heat in Town Hall; and

WHEREAS, the Town has signed a contract to pay Weston & Sampson for its services \$23,900; and

WHEREAS, approximately \$21,000 has been paid to Weston & Sampson from the Town Hall Improvement Capital Project which is a negative of approximately \$16,000; and

WHEREAS, it is believed that the project will require a substantial expenditure which cannot be quantified until all the bids are received; now, therefore, be it

RESOLVED, that the Bookkeeper is authorized to make the following budget amendments:

000-599 Appropriate Fund Balance	+\$75,000
000-960 Appropriations	+\$75,000
000-10-9950-900 Transfer to Capital Fund	

and transfer the \$75,000 to Capital Project H31 Town Hall Improvements.

TOWN OF RHINEBECK

RESOLUTION NO. 2015121

**AWARD OF CONTRACT TO PREPARE ASBESTOS REMOVAL PLAN, ASBESTOS
PROJECT MONITORING AND AIR SAMPLING**

WHEREAS, the Town has prepared and distributed to more than ten (10) potential bidders a request for proposal ("RFP") to design an asbestos removal plan and to do project monitoring and air sampling in the Boiler/Utility Room in the Town Hall, as part of the project to replace the furnace and better control heating in the Town Hall; and

WHEREAS, the Town has received two (2) sealed bids in response to the RFP; and

WHEREAS, the bids are fairly close but the low bidder is EnviroLogic of New York, Inc. ("EnviroLogic"), located at 3 Neptune Road, Poughkeepsie, NY; and

WHEREAS, that bid is for \$750 to prepare the asbestos removal plan and for \$400 a day to do project monitoring and \$9 per air sample test with a 24-hour turnaround time for results; and

WHEREAS, the number of days EnviroLogic will spend on air sampling and project monitoring will be dependent upon the length of time the asbestos removal company will take to complete its job; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute a contract with EnviroLogic in substantially the form annexed hereto.

AGREEMENT FOR PROFESSIONAL SERVICES

ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), dated as of the ____ day of April, 2015, between the TOWN OF RHINEBECK, a municipal corporation located at 80 East Market Street, Rhinebeck, NY, 12572, hereinafter referred to as "Town" and Environmental Services, Inc. of NY, doing business as Environmental Services, Inc. of NY having an office for the conduct of business at 3 Neptune Rd. Poughkeepsie, NY referred to as "Vendor."

WITNESSETH:

WHEREAS, the Town of Rhinebeck needs to replace its boiler in its Town Hall at 80 East Market Street, Rhinebeck, NY, 12572; and

WHEREAS, the boiler contains asbestos as well as the surrounding pipes in the boiler/utility room;

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. SCOPE OF SERVICES.

a. The Vendor shall render the professional services described in the Contract Scope of Services attached hereto and made a part hereof as Exhibit B (hereinafter referred to as the "Scope of Services").

Section 2. VENDOR QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.

a. The Vendor represents and covenants that (i) it is experienced in performing professional work of the types contemplated by the Scope of Services; (ii) at all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and licenses necessary to perform the services described herein; (iii) the Vendor is fully qualified and capable to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver the work products as required by this Agreement, (iv) the Vendor will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, other than those that must be obtained by an Asbestos Abatement Company, and (v) the Vendor will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. The Vendor has examined the site and is knowledgeable of the conditions affecting the work to be done.

c. Unless otherwise authorized in writing in advance by the Town, no subcontractors shall be used to perform the Scope of Services.

d. The Vendor represents and warrants that (i) the Vendor has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Vendor and has been duly executed and delivered by the Vendor and, assuming due execution and delivery by the Town, constitutes a legal, valid, binding and enforceable obligation of the Vendor; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Vendor is bound, or to the knowledge of the Vendor, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Vendor or any of its activities or properties.

e. The Vendor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Vendor further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision, the Town shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

Section 3. TERM AND COMPLETION SCHEDULE. The Scope of Services shall commence upon the delivery by the Town of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within the periods set forth at Exhibit D. The Scope of Services shall be completed within the period specified at Exhibit D except as extended by the Town in writing upon reasonable cause beyond the control of the Vendor. Any extension granted shall be for work and payment purposes only and shall not result in any additional Fees and Expenses other than those agreed to herein.

Section 4. REPORTS; RIGHT TO INSPECT. The Town staff and its duly authorized representatives shall have the right at all times to inspect and receive copies of the work of the Vendor without additional charge.

Section 5. STANDARD CLAUSES. This Agreement is subject to the terms attached hereto as Exhibit A through Exhibit F and incorporated herein as though fully set forth.

Section 6. REPRESENTATIONS AND WARRANTIES.

a. Vendor warrants that the asbestos removal plan ("Plan") it will prepare, if followed by an asbestos abatement company, will remove the asbestos in the boiler/utility room ("Boiler Room"), including in the furnace, in the Rhinebeck Town Hall so that a furnace/heating contractor can work free from asbestos in the Boiler Room to remove the existing boiler and piping and install a new boiler and piping.

b. Vendor warrants that the Plan's monitoring and air sampling will insure that no asbestos fibers are released outside the Boiler Room and, if there are asbestos fibers outside the Boiler Room resulting from the asbestos removal work in the Boiler Room, Vendor will order the asbestos removal work to cease until such time asbestos removal in the Boiler Room does not result in asbestos fibers outside the Boiler Room.

Section 7. FEES AND EXPENSES.

a. As compensation for the Services performed pursuant to this Agreement, including all expenses, the Town shall pay the Vendor compensation as set forth at Exhibit C ("Fees and Expenses").

b. Upon request, the Vendor shall provide the Town with detailed documentation substantiating all charges. This documentation shall be maintained by the Vendor for a period of six years after the completion of the matter. During that period, the Town shall have the right to audit the Vendor's charges.

Section 8. PAYMENT.

a. Work within the Scope of Services shall be billed for work satisfactorily completed and shall be paid as specified in Exhibit C.

b. Invoices shall be submitted to the Town at 80 East Market Street, Rhinebeck, NY, 12572 to the attention of the Town Business Office. At the Town's request, the Vendor shall submit the invoice on a form provided by the Town.

c. The acceptance by the Vendor of payment under this Agreement shall operate as and be a release to the Town from all claims and liability to the Vendor, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Vendor under or in connection with the work for which payment is made. Final Payment shall operate as and be a release to the Town from all claims and liability to the Vendor, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Vendor under or in connection with this Agreement or for any part thereof.

Section 9. OWNERSHIP OF DOCUMENTS.

All documents, reports, and other materials prepared for or relating to the services provided hereunder shall be at all times the sole and exclusive property of the Town being prepared by Vendor as works for hire, and shall be treated as confidential by the Vendor except as expressly authorized by the Town. The Town intends to use the Asbestos Project Plan to be prepared by Vendor as part of the Town's Request for Proposals from asbestos abatement companies. All work product created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the Town.

Section 10. INDEPENDENT STATUS; TAXES.

a. The Vendor and its employees and agents are independent contractors and not employees of the Town. In accordance with their status as independent contractors, the Vendor covenants and agrees that neither the Vendor nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the Town.

b. Nothing in this Agreement shall impose any liability or duty on the Town for the acts, omissions, liabilities or obligations of the Vendor, or any person, firm, company, agency, association, expert, independent contractor, specialist, trainee, employee, servant, or agent of the Vendor for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workman's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

Section 11. INSURANCE.

a. The Vendor shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to Town, of the following policies of insurance as set forth on Attachment E.

Section 12. INDEMNIFICATION. The Vendor shall defend and indemnify the Town and its officials, employees and agents (the "Indemnified Parties"), and save the Indemnified Parties harmless from any liability, damage, claims, demands, costs or loss (including reasonable attorneys' fees and costs) arising directly and indirectly out of (a) breach of this Agreement, (b) the Vendor's, or its officers', employees', agents', contractors', or subcontractors' negligent acts, omissions, or violation of statutory duty or regulations, including without limitation negligent performance of services under this Agreement, or (c) violations of the regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law by Vendor or its officers, employees, agents, contractors, subcontractors or anyone for whose acts or omissions Vendor may be liable. Such indemnity may not be limited by reason or enumeration of any insurance coverage required, including workers' compensation or other employee benefit acts. Negligent performance of services, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon Vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Section 13. RIGHT TO AUDIT AND RECORDS.

a. The Vendor shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the Town access thereto for inspection and photocopying at all reasonable times.

b. All receipts and disbursements are subject to audit by the Town, and the Vendor agrees to cooperate with any audit of this Agreement undertaken by the Town or any entity with jurisdiction to audit the Town, including without limitation any granting agency.

Section 14. COMPLIANCE WITH LAW AND STANDARDS. The Vendor shall comply with all Federal, State and local laws, rules, regulations and recognized standards applicable to performing the services herein, including 12 NYCRR Part 56.

Section 15. DEFAULTS AND REMEDIES.

a. If either party defaults in the observance or performance of any term of this Agreement, and such default continues for more than seven (7) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon three (3) days written notice to the defaulting party. If the default is not capable of being cured within seven (7) days and the defaulting party has commenced cure within seven (7) days and is diligently pursuing efforts to cure, such seven (7) day period shall be extended for ten (10) additional days.

b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

c. No delay or omission in exercising any remedy shall impair any such remedy or be construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived in writing by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Any waiver, amendment, release or modification must be specifically set forth in writing by the party agreeing to such waiver, amendment, release or modification.

Section 16. EARLY TERMINATION. The Town shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the Town without cause under this section, the Vendor shall be entitled to compensation for acceptable completed services performed through the date of postponement, suspension, abandonment or termination, such services to be verified by audit. In the event that this Agreement is terminated by the Town for any reason, then within ten days after such termination, the Vendor shall make available to the Town all records, documents and data pertaining to services rendered under this Agreement.

Section 17. SURVIVAL. Notwithstanding anything otherwise provided in this Agreement, including the exhibits to this Agreement and the attachments to the Request for Proposal, this Agreement shall survive until sixty (60) days after completion of the abatement of asbestos in the Boiler/Utility Room of the Town Hall and thereafter the following provisions shall survive indefinitely unless otherwise provided: sections 2, 4, 5, 9, 10, 12, 13, 14, 17, 18, 19, 21, 22 and 23; Exhibit A sections 8, 9, 10, 11, 12, 15; and Exhibit A-1, sections 1, 3 and 5. All rights and obligations which accrue during the term of this Agreement shall survive until satisfied.

Section 18. NOTICES. Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Vendor at:

Envirologix of New York, Inc.
3 Neptune Rd Suite A-28
Poughkeepsie, NY 12601

To the Town at:

Elizabeth Spinzia, Supervisor
Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572

With a copy to:

Joseph Gelb
Town Council Member
80 East Market Street
Rhinebeck, NY 12572

Section 19. SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 20. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

Section 21. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

Section 22. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Town contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Town, and not of any member, director, officer, employee or agent of the Town in his individual capacity, and no recourse shall be had

for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the Town.

Section 23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Section 24. ENTIRE AGREEMENT: GOVERNING LAW AND JURISDICTION: AMENDMENT. This Agreement, including the Exhibits and Attachments hereto, contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may not be amended, changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

Section 25. EXHIBITS AND ATTACHMENTS. All exhibits to this Agreement and attachments to the Request for Proposal in connection with this Agreement are incorporated in this Agreement as though fully set forth.

Section 26. HEADINGS. The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 27. REQUEST FOR PROPOSAL AND RESPONSE. The request for proposal ("RFP") and response of Vendor to the Town's RFP are incorporated in this Agreement as Exhibit F as though fully set forth. In the event of any inconsistency between this Agreement and the RFP, this Agreement shall control.

[Remainder of page intentionally left blank.]

Execution Page for
AGREEMENT FOR PROFESSIONAL SERVICES
ASBESTOS REMOVAL PLAN, PROJECT MONITORING and AIR SAMPLING

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

TOWN OF RHINEBECK

Signature: _____

By: _____

VENDOR

Company: Envirologie of New York

Signature: [Signature]

By: Kyle Munger

This Agreement consists of the Agreement (pages including this execution page), together with the following:

EXHIBIT A	STANDARD CLAUSES FOR ALL TOWN CONTRACTS
EXHIBIT A-1	SPECIAL CLAUSES FOR THIS AGREEMENT
EXHIBIT B	CONTRACT SCOPE OF SERVICES
EXHIBIT C	FEES AND EXPENSES
EXHIBIT D	START AND COMPLETION DEADLINES
EXHIBIT E	INSURANCE REQUIREMENTS FOR TOWN OF RHINEBECK
EXHIBIT F	REQUEST FOR PROPOSAL RESPONSE

TOWN OF RHINEBECK

RESOLUTION NO. 2015122

RECREATION DEPARTMENT HIRES FOR 2015

WHEREAS, the Recreation Department has submitted on the attached schedule the names, titles and hourly pay rates for certain individuals to be hired for the Summer Rec Program; now, therefore, be it

RESOLVED, that the hire of the individuals on the attached schedule for the titles and rates listed is approved.

Hires for Summer Staff 2015

Swim Team Coaches:

Kathryn Watson- Head Coach	Returning	Hourly Rate	2014	2015
			\$12.15	\$12.50
Kayla Weckesser- Assistant Coach		\$	\$8.65	\$9.30
Maribel Romero-Hernandez-Assistant Coach			\$8.65	\$9.30
Carly Watson- Assistant Coach			\$8.65	\$9.30

New Hires for Camp Fulltime

Emily Prentice- Counselor	\$8.75
Abigail Liscum-Counselor	\$8.75
Substitute Counselors :	
Elizabeth Kroll	\$8.75
Anna Charney	\$8.75

4-27-15 TSM
Presentation - TAB 10

9 April 2015

Dear Ms. Spinzia and Town Board members:

My name is Jeffrey Farber and I operate a sailing enterprise on the Rondout Creek at the Rondout Yacht Basin. We provide clients with deluxe cruises on the Hudson River on a classic 44 ft. CSY sailing yacht. Our most popular outing is a romantic sunset cruise as we head south toward the Esopus Meadows lighthouse. We also provide sailing instruction for children and adults and run a summer sailing camp (ages 8-12). The business entity is Farber Brothers Inc. and it is operated as Ophira Sailing (dba) in Ulster County.

I would like to expand my operation to include a water taxi that would operate from the docks at the Riverport Wooden Boat Building Museum (operated by the Kingston Maritime Museum) to nearby points of interest on the Hudson River and Rondout Creek.

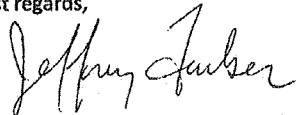
I am aware of the previous efforts with regard to the water taxi project. I have spoken with the operator of the 2013 version of the water taxi, Sandy Hemming, in this regard. She was kind enough to share her insight into the business operation.

The purpose of this letter to open a dialogue with the Rhinebeck Town board to discuss the possibility of using the dock located adjacent to the train station for passenger traffic. Based on commercial demand I would pick up and discharge passengers at the dock during the hours of water taxi operation (projected to be specific hours Thursday - Sunday).

Additionally, I would appreciate an opportunity to talk with your board about ways to make this effort accretive to the commerce and success of both our communities.

Please let me know what your collective thoughts are on this matter and when we can discuss them in greater detail.

Best regards,



Jeffrey Farber

E-MAIL and WEB SITE
FRANKING POLICY FOR ELECTED OFFICIALS

Background

The Town of Rhinebeck operates a town web site and an email list for disseminating information related to town business for the public. The Town has previously adopted protocol (insert adoption date) that established maintenance of both. The town now wishes to establish policy that further defines appropriate content and use of these media via a franking policy for elected officials.

Intent

In addition to town announcements (including but not limited to meeting announcements, agendas, meeting minutes, and public safety announcements), it is the Town of Rhinebeck's intent that duly elected officials, serving the town in an official capacity related to official business, town sponsored activities, news related to the governance of the town and the use of public resources, matters pertaining to the legislative process, matters pertaining to the performance of official duties, and matters of public safety concern, may convey that information to citizens via the town e-mail list and web site.

This policy is not intended to require franking. It is intended to define the appropriate use of publicly funded media by individually elected officers of the town. It is strongly recommended that electronic franking privileges be used judiciously. Elected officials are urged to limit communications and to utilize a consistent schedule of communication.

Authorized Officials

This Franking Policy applies to publicly elected town officials. Currently, in the Town of Rhinebeck, those positions are Town Supervisor, Members of the Town Board (4), Superintendent of Highways, Assessors (3), and Town Justices (2).

Appropriate Material

Information should pertain to legislative or official business, news related to the governance of the town and the use of public resources, matters pertaining to the legislative process, matters pertaining to the performance of official duties, and matters of public safety or concern.

Examples of Frankable Items

- Newsletters
- Reports
- Press releases
- Meeting announcements
- Meeting agendas and minutes
- Constituent Service event announcements
- Non-partisan voting registration or election information

Examples of Nonfrankable Items

- Personal or autobiographical material
- Reports on activities that not related to official duties
- Messages related to elections
- Political or partisan references
- Campaign references
- Solicitation for endorsements
- Solicitations for funds on behalf of any individual or organization
- Lobbying efforts for support on legislation, public policy, or community issues.
- Petitions
- Advertising or promotional material for any individual or organization including commercial, charitable, non-profit or political entities
- Holiday or Religious greetings
- Private communication
- Messages disparaging or promoting any other officer of the town

Election Year Restrictions

An individual officer of the Town may not frank in the period 30 days preceding a general election that included the office held by the authorized franker. For example, there are three town assessors, with four year staggered terms. Of the three, in a given year Assessor A's office is up for election, that assessor may not frank for thirty days prior to the election. The other Assessors whose offices are not up for election that year may continue to frank, as long as Assessor A is not specifically mentioned in the franking material.

Violations

Alleged violations of the Town of Rhinebeck's Franking Policy for Elected Officials should be submitted to the Town Clerk for referral to the Web Committee and the Ethics Board.

I think this is something we're going to have to discuss at the meeting on Thursday. Here's the relevant paragraph from our Subscription Policy, which was put into place to ensure that the list was never abused and that the town could maintain some accountability and control over the messages that are sent out.

Obviously, some of this is outdated and needs to be addressed, as does some sort of protocol / chain of command / phone tree for emergencies so that we know that we will be able to get the word out immediately, regardless of where any one person (Joan) may be.

We will discuss at the meeting and send recommendations to the TB as soon as we come to an agreement. My initial proposal to the committee for discussion will be that the Deputy Town Clerk be the primary Subscription manager and that the following people be provided access and training / instructions on using the MailChimp account, but that their activity be limited to emergency announcements only.

Deputy Town Clerk (primary)

Town Clerk (alternate / emergency)

Website Committee Chair or Appointed Committee Member (2nd alternate / emergency)

Town Supervisor (emergency)

Town Board Members (emergency)

Town Highway Dept. Supervisor or Appointed Staff Member (emergency)



**Parks, Recreation
and Historic Preservation**

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

9-27-05 TBM

DISCUSSION TAB 12

6 April 2015

Honorable Elizabeth Spinzia
Twn. of Rhinebeck Supervisor
80 E. Market St.
Rhinebeck, NY 12572

RE: Robert Sands Estate
Rhinebeck, NY 12572
Dutchess County

Dear Owner

In 1975, the Robert Sands Estate was listed on the National Register of Historic Places. At the time of listing, the Sands estate consisted of 150 acres and included a large, two-story wood-frame house constructed in 1796, a complex of agricultural outbuildings, and the remains of an agricultural landscape. The nomination stated that the property was significant as "an exceptional illustration of an 18th century farm complex." The nomination noted that the main house was "a fine embodiment of the late 18th century country seat in the Hudson Valley and one of distinction owing to the survival of such a remarkable amount of original fabric."

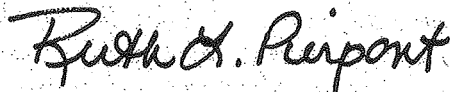
During the forty years since this property was listed on the National Register, the house was destroyed by fire and the farm buildings were leveled to their foundations. Today, there is no evidence of the house site; the barn foundations are in ruins, and only one small deteriorated cottage remains standing. In addition, the land, no longer in agricultural use at the time of listing, was subsequently abandoned and allowed to reforest itself. Although stone walls and evidence of a farm road survives, there is little evidence of historic agricultural use. In addition, a good portion of the 150-acre parcel was subdivided and developed with contemporary suburban houses.

The State Historic Preservation Office has recently received a request to delist the Sands Estate based on the fact that it no longer retains the historic features for which it was listed. After a thorough investigation of the site, the SHPO has concurred with this assessment and will petition the Keeper of the National Register to remove the property from the National Register.

We are writing to provide you with an opportunity to comment on the proposed de-listing. Comments must be sent to me at the above address by May 6, 2015 in order to be considered when we take action on this proposal.

A map showing the property proposed for de-listing is enclosed. A draft copy of the original nomination and/or photos of the current site can be provided upon request. For more information, contact Kathleen LaFrank, National Register Coordinator, Division for Historic Preservation, Peebles Island State Park, P.O. Box 189, Waterford, New York 12188, (518) 268-2165.

Sincerely,



Ruth L. Pierpont
Deputy Commissioner for Historic
Preservation

